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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

\* \* \* \*

ANDREW LOPATA

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY; DOES 1  
through 10; ROE CORPORATIONS  
11-20, inclusive,

Defendants.

Case No. 2:21-cv-00259-KJD-VCF

**STIPULATION AND ORDER FOR EXTENSION OF RESPONSES TO  
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT  
AND MOTION FOR PARTIAL SUMMARY JUDGMENT  
(SECOND REQUEST)**

The above parties, by and through their respective counsel of record, hereby submit the following **STIPULATION AND ORDER FOR EXTENSION OF RESPONSES TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND MOTION FOR PARTIAL SUMMARY JUDGMENT**. The parties have agreed to binding arbitration, but have yet to work out the details. The State Farm contact who would approve the necessary details had a medical emergency and an answer to all questions could not be resolved prior to the March 1, 2022.

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As such, the parties request an additional extension of the current response deadlines as follows:

**PROPOSED BRIEFING:**

|  |                |
|--|----------------|
| Plaintiff's Response to Motion for Summary Judgment:         | April 1, 2022  |
| Plaintiff's Response to Motion for Partial Summary Judgment: | April 1, 2022  |
| Defendant's Reply to Motion for Summary Judgment:            | April 15, 2022 |
| Defendant's Reply to Motion for Partial Summary Judgment:    | April 15, 2022 |

DATED this 1<sup>st</sup> day of March, 2022

**HARRIS & HARRIS**  
*ELECTRONIC SIGNATURE APPROVED*

**CARMAN COONEY FORBUSH PLLC**  
*ELECTRONIC SIGNATURE APPROVED*

By: /s/ BRIAN K. HARRIS  
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By: /s/ SEAN D. COONEY  
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*Attorneys for Defendant*

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
**UNITED STATES DISTRICT JUDGE**

DATED: 3/2/2022

## Peggy Fromhart

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**From:** Sean D. Cooney <Seanc@ccfattorneys.com>  
**Sent:** Tuesday, March 1, 2022 1:44 PM  
**To:** Peggy Fromhart; Brian Harris  
**Cc:** Heather Harris  
**Subject:** RE: Lopata v. State Farm

Looks good. You have my permission to use my e-signature.



Sean D. Cooney | Partner



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**From:** Peggy Fromhart <Peggy@harrislawyers.com>  
**Sent:** Tuesday, March 1, 2022 1:18 PM  
**To:** Sean D. Cooney <Seanc@ccfattorneys.com>; Brian Harris <Brian@harrislawyers.com>  
**Cc:** Heather Harris <Heather@harrislawyers.com>  
**Subject:** RE: Lopata v. State Farm

Hi Sean, I have attached the revised Stipulation, which incorporates the language you suggested. Please let me know if you approve, or have any suggested changes. 😊 Peg



## Peggy Fromhart

Paralegal / Administrator

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